



CORPORATION SERVICE COMPANY®

Notice of Service of Process

null / ALL
Transmittal Number: 16631995
Date Processed: 05/12/2017

Primary Contact: Bruce Buttaro
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Entity: LM General Insurance Company
Entity ID Number 2538012

Entity Served: LM General Insurance Company

Title of Action: Ripal Patel vs. LM General Insurance Company

Document(s) Type: Summons/Complaint

Nature of Action: Contract

Court/Agency: St. Louis County Circuit Court, Missouri

Case/Reference No: 17SL-CC01552

Jurisdiction Served: Missouri

Date Served on CSC: 05/12/2017

Answer or Appearance Due: 30 Days

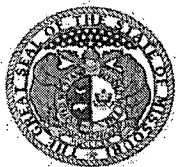
Originally Served On: MO Department of Insurance on 05/10/2017

How Served: Certified Mail

Sender Information: David C. Knieriem
314-862-5110

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscglobal.com



MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS
AND PROFESSIONAL REGISTRATION
P.O. BOX 4001
301 W.HIGH ST. RM 530
JEFFERSON CITY, MO 65102

**REGULATORY FEE
INVOICE
FIRST NOTICE.**

LM GENERAL INSURANCE COMPANY
CSC LAWYERS INCORPORATING SERVICE
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

Invoice Number: 201705RF00896
Invoice Date: 05/10/2017
Due Date: 06/09/2017
Ref. Number:
Contact Phone:

This invoice is a statement of the fees you owe under the insurance laws of this state. Fees incurred and payments received after the date of invoice are not reflected in this invoice. Failure to pay invoiced fees may subject you to owing double the amount of the fees shown, pursuant to section 374.240, RSMo 2000.

RIPAL PATEL V. LM GENERAL INSURANCE COMPANY
ST. LOUIS CO. CIRCUIT COURT 17SL-CC01552

PURSUANT TO SECTION 374-230 (8), FEE FOR ACCEPTING SERVICE OF PROCESS UPON YOUR COMPANY PLEASE RETURN THIS BILL WITH YOUR CHECK.'

INVOICE SOURCE	AMOUNT	ADJ	NET AMOUNT
SERVICE OF PROCESS	\$10.00		\$10.00
TOTAL:	\$10.00	\$0.00	\$10.00
TOTAL AMOUNT DUE:			\$10.00

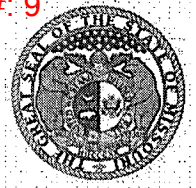
Please contact the following individual(s) with questions:
SERVICE OF PROCESS LATIMK 573-751-2619

Please return a copy of this statement along with your payment for the total amount shown within 30 days to: DIFP-Insurance,
P.O. Box 4001, Jefferson City, MO 65102.

If you have any questions regarding payment of this invoice, please contact the Fiscal Services Section at (573) 751-4439.

EXHIBIT A

Department of Insurance, Financial Institutions and
Professional Registration



TO:- Corporate Secretary (or United States Manager or Last Appointed General Agent) of

LM GENERAL INSURANCE COMPANY
CSC LAWYERS INCORPORATING SERVICE
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

RE: Court: St. Louis Co. Circuit Court, Case Number: 17SL-CC01552

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Insurance, Financial Institutions and Professional Registration of the state of Missouri, Dated at Jefferson City, Missouri this 10th day of May, 2017.

A handwritten signature in cursive script, reading "Chlorea Lindley Ingers". The signature is written in dark ink and is positioned above a horizontal line.

Director of Insurance, Financial Institutions
and Professional Registration



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: KRISTINE A KERR	Case Number: 17SL-CC01552	SOP RECEIPT DATE MAY 10 2017 MO. DEPT OF INSURANCE, FINANCIAL INSTITUTIONS & PROFESSIONAL REGISTRATION (Date File Stamp)
Plaintiff/Petitioner: RIPAL PATEL	Plaintiff's/Petitioner's Attorney/Address DAVID C. KNIERIEM 7711 BONHOMME SUITE 850 SUITE 850 SAINT LOUIS, MO 63105	
Defendant/Respondent: LM GENERAL INS CO	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Breach of Contract		

Summons in Civil Case

The State of Missouri to: LM GENERAL INSURANCE COMPANY

Alias:

DIRECTOR OF INSURANCE
301 WEST HIGH STREET, ROOM 530
JEFFERSON CITY, MO 65101

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739 or TTY at 314-615-4567, at least three business days in advance of the court proceeding.

02-MAY-2017

Date

Further Information:

LNG

Jean P. Dillman
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.
☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

(name) (title)

☐ other

Served at (address)

in (County/City of St. Louis), MO, on (date) at (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on (date).

My commission expires:

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$
 Non Est \$
 Sheriff's Deputy Salary
 Supplemental Surcharge \$ 10.00
 Mileage \$ (miles @ \$. per mile)
 Total \$

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

RIPAL PATEL,)	
)	
Plaintiff,)	
)	
vs.)	Cause No.
)	
LM GENERAL)	
INSURANCE COMPANY,)	Div.
Serve:)	
Director of Insurance)	
301 West High Street, Room 530)	JURY TRIAL DEMANDED
Jefferson City, MO 65101)	
)	
Defendant.)	

PETITION

Comes now Plaintiff, and for her cause of action against Defendant, states as follows:

1. Plaintiff is an individual who resides in the State of Missouri in St. Louis County, Missouri.
2. The Defendant is a foreign insurance company
3. Maulik Patel was the husband of Plaintiff, Ripal Patel.
4. On or about January 11, 2017, Maulik Patel was a northbound driver on Goodfellow Boulevard when an unknown vehicle and driver created an "accident" by firing shots out of a vehicle or allowing the firing of shots outside the vehicle that ultimately hit Maulik Patel. Some of the shots struck Maulik Patel's car. The actions could not have been intentional, as there was no plausible reason why Maulik Patel would be targeted by the occupants of the vehicle. The unknown vehicle was instrumental in the accident in that this accident occurred while the uninsured vehicle and

driver was driving southbound on Goodfellow; in the absence of an uninsured vehicle, Maulik Patel could simply have driven away to escape injury; or alternatively, the vehicle allowed the shooters to conceal who they were, that they had weapons, and that they were shooting outside the vehicle, thereby preventing Maulik Patel from either avoiding the shooting or escaping. As a result, the vehicle involved in this "accident" was an uninsured motor vehicle.

5. Defendant issued an insurance policy, AOS-248-282585-40 which provided coverage for damages sustained as a result of an "accident" involving an uninsured motor vehicle, and was in full force and effect at the time of the occurrence. This policy was issued in Missouri and delivered in Missouri. Plaintiff was an insured under this policy. This policy provided \$250,000 in uninsured motorist protection.

6. The driver of the other vehicle involved in the "accident" was negligent in that he failed to sound a warning after danger of a collision was apparent and allowed the discharge of and did discharge a firearm from a vehicle in violation of Mo. Rev. Stat. 571.030, such negligence causing the below-described damages to Plaintiff.

7. Plaintiff satisfied all conditions precedent under the policy.

8. As a result of the "accident" above, Maulik Patel was killed, causing damages to Plaintiff including the loss of the care, comfort and companionship of Maulik Patel; and loss of support over his lifetime in excess of \$250,000.

WHEREFORE, plaintiffs respectfully requests this court enter judgment against defendant in an amount in excess of \$25,000.00, pre- and post-judgment interest, costs, and any other relief this Court deems just and proper.

LAW OFFICES OF DAVID C. KNIERIEM

/s/ David C Knieriem

David C. Knieriem

#37968

7711 Bonhomme, Suite 850

Clayton, MO 63105

314-862-5110

314-862-5943 (fax)

attorneydavek@cs.com

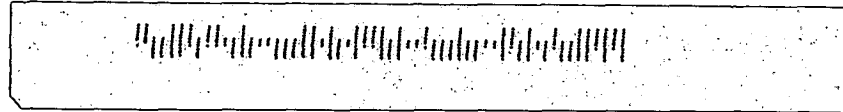
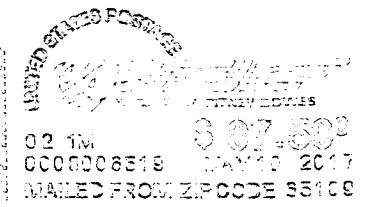
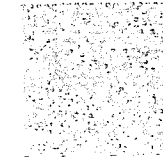
Attorney for Plaintiff

MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL
INSTITUTIONS AND PROFESSIONAL REGISTRATION
PO BOX 690
JEFFERSON CITY MO 65102-0690

MO 375-1796 (8-06)



FIRST CLASS



FIRST CLASS MAIL

LM GENERAL INSURANCE
COMPANY
CSC LAWYERS
INCORPORATING SERVICE
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

EXHIBIT A